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7

8 UNITED STATES BANKRUPTCY COURT  
9 CENTRAL DISTRICT OF CALIFORNIA  
10 NORTHERN DIVISION

11 In re  
12 HVI CAT CANYON, INC.,  
13 Debtor.

Case No.: 9:19-bk-11573-MB  
Chapter 11

**TRUSTEE'S NOTICE OF MOTION AND  
MOTION FOR ORDER AUTHORIZING  
THE REJECTION OF OIL PURCHASE  
CONTRACTS (CONTRACT NO. COP-003  
FOR BELRIDGE CRUDE OIL AND ALL  
AMENDMENTS AND CONTRACT NO.  
COP-004 FOR RICHFIELD HEAVY  
CRUDE OIL AND ALL AMENDMENTS)  
WITH CALIFORNIA ASPHALT  
PRODUCTION, INC., FORMERLY  
KNOWN AS SANTA MARIA REFINING  
CO. AND GREKA REFINING  
COMPANY; MEMORANDUM OF  
POINTS AND AUTHORITIES,  
DECLARATION OF MICHAEL A.  
MCCONNELL AND REQUEST FOR  
JUDICIAL NOTICE IN SUPPORT  
THEREOF**

Date: December 20, 2019  
Time: 10:00 a.m.  
Place: Courtroom 201  
1415 State Street  
Santa Barbara, CA

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27 TO THE HONORABLE MARTIN BARASH, UNITED STATES BANKRUPTCY JUDGE,  
28 CALIFORNIA ASPHALT PRODUCTION, INC., FORMERLY KNOWN AS SANTA

**MARIA REFINING CO. AND GREKA REFINING COMPANY, AND INTERESTED  
PARTIES:**

**PLEASE TAKE NOTICE** that on December 20, 2019, at 10:00 a.m., Michael A. McConnell, the Chapter 11 trustee (the "Trustee") for the estate of HVI Cat Canyon, Inc. (the "Debtor"), hereby moves (the "Motion") for an order authorizing the Trustee to reject certain crude oil purchase contracts with California Asphalt Production, Inc., formerly known as Santa Maria Refining Co. and Greka Refining Company, as follows: (1) Crude Oil Purchase Contract – Contract No. COP-003, and all amendments, for Richfield crude oil (Redu); and (2) Crude Oil Purchase Contract – Contract No. COP-004, and all amendments, for Belridge heavy crude oil.

The Trustee requests that the rejection be effective as of the date of filing the Motion (i.e., November 27, 2019).

This Motion is based upon the accompanying Memorandum of Points and Authorities, the accompanying Declaration of Michael A. McConnell and the Request for Judicial Notice, the separately-filed Declaration of Tim Skillman, the papers and pleadings on file in this case, and such other evidence that may be presented to the Court.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to Local Bankruptcy Rule 9013-1(a)(7), any opposition to the Motion must be in writing in the format required by the Local Bankruptcy Rules, filed with the Clerk of the Court and served upon counsel for the Trustee, at the address in the upper left corner of the face of this Notice, upon the United States Trustee, 1415 State Street, Suite 148, Santa Barbara, CA 93101, not less than fourteen (14) days before the hearing. Failure to comply with this procedure may be deemed consent to the granting of the relief requested.

DATED: November 27, 2019

DANNING, GILL, ISRAEL & KRASNOFF, LLP

By: 

AARON E. DE LEEST  
Attorneys for Michael A. McConnell,  
as Chapter 11 Trustee

**MEMORANDUM OF POINTS AND AUTHORITIES**

**I.**

**BACKGROUND FACTS**

**A. The Bankruptcy Case**

The Debtor is a Colorado corporation authorized to conduct business in the state of California. It is the owner and operator of producing oil and gas interests in California.

On July 25, 2019, the Debtor filed a voluntary petition for relief under Chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). The case was originally filed in the Southern District of New York. The case was transferred to the Northern District of Texas, and then later to the Central District of California.

The Debtor initially operated its business as a “debtor in possession,” until on or about October 16, 2019, when the Court entered its Agreed Order Granting Motion for Appointment of a Chapter 11 Trustee. On or about October 21, 2019, the Court approved the appointment of Michael A. McConnell as the Chapter 11 trustee in this case.

On or about August 9, 2019, an Official Creditor’s Committee was appointed.

**A. Facts Specific to the Requested Relief**

The Debtor’s schedule G (*docket no. 171*) reflects that it was a party to certain executory contracts and unexpired leases with a number of entities, including its affiliate California Asphalt Production, Inc., formerly known as Santa Maria Refining Co. and Greka Refining Company (“CAP”). A copy of the Debtor’s schedule G is attached as Exhibit “1” to the Request for Judicial Notice.<sup>1</sup>

The contracts are for CAP’s purchase of crude oil, including marketing and handling fees, from the Debtor’s leases in the Richfield East Dome Unit in Orange County, California (“Richfield”) and in North Belridge in Kern County, California (“Belridge”) as follows:

1. Crude Oil Purchase Contract – Contract No. COP-003, and all amendments, for

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<sup>1</sup> Nos. 2.6 (Kern County, CA) and 2.8 (Orange County, CA) on the Debtor’s attachment to Schedule G.

1 Richfield crude oil (collectively, the “Richfield Contracts”).

2 2. Crude Oil Purchase Contract – Contract No. COP-004, and all amendments, for  
3 Belridge heavy crude oil (collectively, the “Belridge Contracts”).

4 Copies of the Richfield Contracts and Belridge Contracts are attached as Exhibit “2” and  
5 “3” to the Trustee’s Declaration.

6 On or about July 30, 2019, the Debtor filed the *Motion Of Debtor Pursuant to 11 U.S.C. §§*  
7 *105(A), 363(B), and 363(C) and Fed. R. Bankr. P. 6003 and 6004 For (I) Interim and Final*  
8 *Authority to (A) Continue Existing Cash Management System, (B) Honor Certain Prepetition*  
9 *Obligations Related Thereto, and (C) Maintain Business Forms and Existing Bank Accounts and*  
10 *(II) Related Relief (docket no. 16) (the “Cash Management Motion”).* Copies of the Richfield  
11 Contracts and Belridge Contracts were attached to the Cash Management Motion as Exhibit “D” at  
12 pgs. 27-38.

13 Among other relief, the Cash Management Motion sought relief to perform under the  
14 Richfield Contracts and Belridge Contracts, among others disclosed in the Cash Management  
15 Motion (defined in the Cash Management Motion as the “CAP Agreements”), in the ordinary  
16 course of business. *See* docket no. 16 at pg. 9.

17 The final order approving the Cash Management Motion, entered on October 21, 2019  
18 (*docket no. 416*), specifically ordered that “nothing contained in the [Cash Management] Motion,  
19 the Interim Order, this Final Order, or any payment made pursuant to the authority granted by this  
20 Final Order, is intended to be or shall be construed as . . . (iii) approval or assumption of any  
21 agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code”. *See*  
22 docket no. 416 at pg. 7.

23 The Trustee now seeks to reject two of the contracts listed on schedule G between the  
24 Debtor and CAP, and all amendments thereto.

25 As discussed below, the Trustee believes that it is now appropriate to reject Richfield  
26 Contracts and Belridge Contracts.

II.

ARGUMENT

A. THE COURT SHOULD AUTHORIZE THE TRUSTEE TO REJECT THE  
CONTRACTS

Section 365(a) of the Bankruptcy Code provides in relevant part that with certain exceptions under sections 765 and 766 and sections 365(b), (c), and (d) (all of which are not applicable here), the Trustee, subject to the Court's approval, may reject any executory contract or unexpired lease of the debtor. 11 U.S.C. § 365(a).

Rule 6006(a) of the Federal Rule of Bankruptcy Procedure provides in relevant part that a proceeding to reject an executory contract or unexpired lease is governed by Fed. R. Bankr. P. 9014. Rule 6006(c) provides in relevant part that notice of a motion to reject a lease must be given to the other party to the contract or lease, other parties in interest as the Court may direct, and the United States Trustee.

The Bankruptcy Code does not set forth explicit guidelines for courts to apply in determining whether to approve the decision of a trustee to reject an executory contract or unexpired lease. Courts generally have applied the "business judgment" test when reviewing such decisions. *See, e.g., Group of Institutional Investors v. Chicago, Mil., St. P. & P.R.R.*, 318 U.S. 523, 550 (1943); *Richmond Leasing Co. v. Capital Bank, N.A.*, 762 F.2d 1303, 1309 (5th Cir. 1985), *cert. den.*, 475 U.S. 1057 (1986); *In re Richmond Metal Finishers, Inc.*, 756 F.2d 1043, 1046-47 (4th Cir. 1985); *In re Minger*, 602 F.2d 38, 43 (2d Cir. 1979); *In re Tilco, Inc.*, 558 F.2d 1369, 1372 (10th Cir. 1977). In *Group of Institutional Inv. v. Chicago, MIL., St. P. & P.R.R.*, the Supreme Court addressed the issue of the standards involving the assumptions of executory contracts or unexpired leases, and stated that "the question whether a lease should be rejected and if not on what terms it should be assumed is one of business judgment." *Group of Institutional Inv. v. Chicago, Mil., St. P. & P.R.R.*, 318 U.S. at 550.

As the above authorities state, a trustee is granted wide latitude in determining whether to assume or reject an unexpired lease or executory contract. "In any event, court approval under Section 365(a), if required, except in extraordinary situations, should be granted as a matter of

1 course.” *In re Summit Land Company*, 13 B.R. 310, 315 (Bankr. D. Utah 1981). The Court in  
2 *Summit* explained that this rule, among other things, not only places responsibility for  
3 administering the estate upon the trustee, not the court, and therefore furthers the policy of judicial  
4 independence considered vital by the authors of the Bankruptcy Code, but also expedites the  
5 administration of estates, another goal of the Bankruptcy Code. *Id.*

6 The Trustee’s decision to reject the Richfield Contracts and Belridge Contracts is a sound  
7 exercise of his business judgment. In particular, CAP is not paying the Trustee most of the  
8 amounts that are due under all of its agreements, including the Richfield Contracts and Belridge  
9 Contracts, for October 2019, which were due on November 20, 2019. CAP has also improperly  
10 setoff from the amounts due thereunder for sums that are due to CAP and may be due other  
11 affiliates, including GTL1, LLC and GIT, Inc. The Trustee is also now informed, as of November  
12 26, 2019, that CAP does not have the ability to pay the outstanding amounts that are due the Debtor  
13 for October 2019. It is unclear the extent to which the Trustee will receive further payments from  
14 CAP generally, including under the Richfield Contracts and Belridge Contracts. In light of CAP’s  
15 failure to pay the Trustee for the amounts that are now due under the Richfield Contracts and  
16 Belridge Contracts, the Trustee must look to other purchasers for the Debtor’s crude oil and can no  
17 longer sell such oil to CAP.<sup>2</sup> Therefore, the Trustee believes, in his business judgment that it is  
18 now appropriate to reject the Richfield Contracts and Belridge Contracts as of the date of this  
19 Motion.

20 **B. Rejection as of the Date of the Motion is Appropriate**

21 Under the circumstances of this case, the Court’s order authorizing rejection of the  
22 Richfield Contracts and Belridge Contracts should be made retroactive to the date of this Motion  
23 (i.e., November 27, 2019). The Court may exercise its equitable powers to approve the rejection  
24 under section 365(a) retroactively. *See In re At Home Corp.*, 392 F.3d 1064, 1067 (9th Cir. 2004).  
25 Retroactive rejection is appropriate here because, among other things, the Trustee is not being paid

26 \_\_\_\_\_  
27 <sup>2</sup> Of course, the Trustee reserves all rights and remedies against CAP and other to collect sums due  
28 and unwind all avoidable transfer and setoffs, and otherwise.

1 by CAP for most of the amounts due under the Richfield Contracts and Belridge Contracts and the  
2 Trustee must look to other purchasers for the Debtor's oil and other products. Accordingly, the  
3 Trustee requests that the rejection be effective as of the date of the filing of this Motion.

4  
5 **II.**

6 **CONCLUSION**

7 For the foregoing reasons, the Trustee requests that the Court enter the order authorizing the  
8 Trustee to reject the Richfield Contracts and Belridge Contracts as of the date of the filing of this  
9 Motion. The Trustee also requests such other and further relief as is just and proper under the  
10 circumstances.

11  
12 DATED: November 21, 2019

DANNING, GILL, ISRAEL & KRASNOFF, LLP

13  
14 By: 

15 AARON E. DE LEEST  
16 Attorneys for Michael A. McConnell,  
17 Chapter 11 Trustee  
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**DECLARATION OF MICHAEL A. MCCONNELL**

I, Michael A. McConnell, declare as follows:

1. I am over eighteen years of age, and I have personal knowledge of the facts in this declaration and, if called as a witness, could testify competently that the facts stated in this declaration are true and correct to the best of my knowledge and information.

2. I am the Chapter 11 Trustee of the Bankruptcy Estate of HVI Cat Canyon, Inc. (the "Debtor").

3. The Debtor is a Colorado corporation authorized to conduct business in the state of California. It is the owner and operator of producing oil and gas interests in California.

4. On or about October 22, 2019, the Court approved my appointment as the Chapter 11 trustee in this case.

5. The Debtor's schedule G reflects that it was a party to certain executory contracts and unexpired leases with a number of entities, including its affiliate California Asphalt Production, Inc., formerly known as Santa Maria Refining Co. and Greka Refining Company ("CAP").

6. Two such contracts are for CAP's purchase of crude oil from the Debtor's leases in the Richfield East Dome Unit in Orange County, California ("Richfield") and in North Belridge in Kern County, California ("Belridge") as follows:

a. Crude Oil Purchase Contract – Contract No. COP-003, and all amendments, for Richfield crude oil (collectively, the "Richfield Contracts").

b. Crude Oil Purchase Contract – Contract No. COP-004, and all amendments, for Belridge heavy crude oil (collectively, the "Belridge Contracts").

7. True and correct copies of the Richfield Contracts and Belridge Contracts are attached as Exhibit "2" and "3" hereto

8. Following my appointment, CAP failed to perform under the terms of the Richfield Contracts and Belridge Contracts. In particular, CAP is not paying me for most of the amounts that are due under all of the agreements, including the Richfield Contracts and Belridge Contracts, including for October 2019. CAP has also improperly setoff from the amounts that are due from all

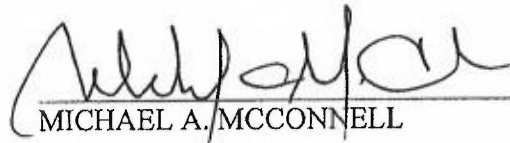
1 of the agreements, including the Richfield Contracts and Belridge Contracts, for sums that are due  
2 to CAP and may be due other affiliates, including GTL1, LLC and GIT, Inc.

3 9. I am also now informed that, as of November 26, 2019, CAP does not have the  
4 ability to pay the outstanding amounts that are due the Debtor for October 2019. It is unclear the  
5 extent to which I will receive further payments from CAP generally, including under the Richfield  
6 Contracts and Belridge Contracts.

7 10. In light of CAP's failure to pay for the amounts that are now due under the Richfield  
8 Contracts and Belridge Contracts I believe that I must look to other purchasers for the Debtor's  
9 crude oil and can no longer sell such oil to CAP. Therefore, I believe, in my business judgment  
10 that it is now appropriate to reject the Richfield Contracts and Belridge Contracts.

11  
12 I declare under penalty of perjury under the laws of the United States that the foregoing is  
13 true and correct to the best of my knowledge, information and belief.

14 Executed on November 27<sup>th</sup>, 2019 at Fort Worth, Texas.

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MICHAEL A. MCCONNELL

**REQUEST FOR JUDICIAL NOTICE**

Michael A. McConnell, the Chapter 11 trustee (the "Trustee") for the estate of HVI Cat Canyon, Inc. (the "Debtor"), requests that the Court take judicial notice of the following:

1. On July 25, 2019, the Debtor filed a voluntary petition for relief under Chapter 11 of title 11 of the United States Code.

2. The Debtor filed its petition in the Southern District of New York. The case was transferred to the Northern District of Texas, and then later to the Central District of California.

3. The Debtor initially operated its business as a "debtor in possession."

4. On or about July 30, 2019, the Debtor filed the *Motion Of Debtor Pursuant to 11 U.S.C. §§ 105(A), 363(B), and 363(C) and Fed. R. Bankr. P. 6003 and 6004 For (I) Interim and Final Authority to (A) Continue Existing Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, and (C) Maintain Business Forms and Existing Bank Accounts and (II) Related Relief (docket no. 16)* (the "Cash Management Motion"). Copies of the contracts between California Asphalt Production, Inc., formerly known as Santa Maria Refining Co. and Greka Refining Company, were attached by the Debtor as Exhibit D to the Cash Management Motion.

5. On or about August 9, 2019, an Official Creditor's Committee was appointed.

6. On or about September 9, 2019, the Debtor filed its schedule G (*docket no. 171*), which includes the Debtor's interests as a lessee in numerous surface leases, and other types of leases. A true and correct copy of the Debtor's Schedule G is attached hereto as Exhibit "1."

7. On or about October 16, 2019, the Court entered its Agreed Order Granting Motion for Appointment of a Chapter 11 Trustee.

8. On October 21, 2019 (*docket no. 416*), the Court entered the final order approving the Cash Management Motion, which specifically ordered that "nothing contained in the [Cash Management] Motion, the Interim Order, this Final Order, or any payment made pursuant to the authority granted by this Final Order, is intended to be or shall be construed as . . . (iii) approval or assumption of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code". See docket no. 416 at pg. 7.

1           9.       On or about October 22, 2019, the Court approved the appointment of Michael A.  
2 McConnell as the Chapter 11 trustee in this case.

3  
4 DATED: November 27, 2019

DANNING, GILL, ISRAEL & KRASNOFF, LLP

5  
6 By: 

7 AARON E. DE LEEST

8 Attorneys for Michael A. McConnell, Chapter 11  
9 Trustee  
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**EXHIBIT "1"**

**Fill in this information to identify the case:**

Debtor name HVI Cat Canyon, Inc.

United States Bankruptcy Court for the: Northern District of TX  
(State)

Case number (If known): 19-32857 Chapter

☐ Check if this is an amended filing

**Official Form 206G****Schedule G: Executory Contracts and Unexpired Leases**

12/15

Be as complete and accurate as possible. If more space is needed, copy and attach the additional page, numbering the entries consecutively.

**1. Does the debtor have any executory contracts or unexpired leases?**

- ☐ No. Check this box and file this form with the court with the debtor's other schedules. There is nothing else to report on this form.
- ☒ Yes. Fill in all of the information below even if the contracts or leases are listed on *Schedule A/B: Assets - Real and Personal Property* (Official Form 206A/B).

**2. List all contracts and unexpired leases**

State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

2.1	State what the contract or lease is for and the nature of the debtor's interest	See attachment	
	State the term remaining		
	List the contract number of any government contract		
2.2	State what the contract or lease is for and the nature of the debtor's interest		
	State the term remaining		
	List the contract number of any government contract		
2.3	State what the contract or lease is for and the nature of the debtor's interest		
	State the term remaining		
	List the contract number of any government contract		
2.4	State what the contract or lease is for and the nature of the debtor's interest		
	State the term remaining		
	List the contract number of any government contract		
2.5	State what the contract or lease is for and the nature of the debtor's interest		
	State the term remaining		
	List the contract number of any government contract		

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EXHIBIT

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Debtor: HWI Cat Canyon, Inc.

Attachment to Schedule G  
(Page 1 of 2)

Case number (if known) 19-32857

No. Site reference	Description of contract or lease	Nature of HWI's interest in the contract or lease	Term remaining	Government contract No., if any	Counterparty name	Counterparty address (1)
2.1 Santa Barbara County, CA	Crude oil sales	Seller	5/31/2020, evergreen		California Asphalt Production, Inc.	PO Box 5489, Santa Maria, CA 93456
2.2 Santa Barbara County, CA	855W, Cold Crude delivery	Seller	evergreen		California Asphalt Production, Inc.	PO Box 5489, Santa Maria, CA 93456
2.3 Santa Barbara County, CA	Waste Gas delivery	Transferee	evergreen		California Asphalt Production, Inc.	PO Box 5489, Santa Maria, CA 93456
2.4 Santa Barbara County, CA	LCR supply	Buyer	evergreen		California Asphalt Production, Inc.	PO Box 5489, Santa Maria, CA 93456
2.5 Santa Barbara County, CA	Hot Load supply	Buyer	evergreen		California Asphalt Production, Inc.	PO Box 5489, Santa Maria, CA 93456
2.6 Kern County, CA	Crude oil sales	Seller	evergreen		California Asphalt Production, Inc.	PO Box 5489, Santa Maria, CA 93456
2.7 Kern County, CA	Gas sales	Seller	evergreen		Aera Energy, LLC	10000 Ming Ave., Bakersfield, CA 93311
2.8 Orange County, CA	Crude oil sales	Seller	evergreen		California Asphalt Production, Inc.	PO Box 5489, Santa Maria, CA 93456
2.9	Oil & Gas well bond	Principal	evergreen		Fidelity & Deposit Company of Maryland	PO Box 1227, Baltimore, MD 21203
2.10	Surety bond	Principal	evergreen		Fidelity & Deposit Company of Maryland	PO Box 1227, Baltimore, MD 21203
2.11	Liability, umbrella insurance	Insured	12/1/2019		Maribel International Insurance Company Limited	c/o HJ Bales, 520 Oak Blvd., Suite 280, Houston, TX 77027
2.12	Property insurance	Insured	12/21/2019		Lloyd's London	c/o Worldwide Facilities, LLC, 8 Greenway Plaza, Suite 404, Houston, TX 77046
2.13	Workers Compensation	Insured	12/1/2019		State Compensation Insurance Fund	PO Box 8192, Pleasanton, CA 94588
2.14	Insurance premium finance	Insured	12/1/2019		South Bay Acceptance Corp.	PO Box 639729, Cincinnati, OH 45263
2.15	Settlement / Escrow	Depositor			Unocal	c/o Todd Littleworth, 6001 Bollinger Canyon Rd., San Ramon, CA 94583
2.16	Settlement / Escrow	Depositor			Rieck Fox Bartlett, LLP	116 E. Solis St., Santa Barbara, CA 93101
2.17	G&A services	Client	evergreen		GIT, Inc.	PO Box 5489, Santa Maria, CA 93456
2.18	Tax Sharing	Member	while in tax group		West Coast Welding	PO Box 5489, Santa Maria, CA 93456
2.19	Settlement / Installment contract	Payor	16 installments held by production		Included in Schedule E/F	2201 Calista Avenue, Building B, Oxnard, CA 93030
2.20 Orange County, CA	Unit Agreement	Operator/Working Interest Owner	held by Unit Agreement		Included in Schedule E/F	
2.21 Orange County, CA	Unit Operating Agreement	Operator/Working Interest Owner			Included in Schedule E/F	34966 Flyover Court, Bakersfield, CA 93308
2.22 Kern County, CA	Facility Air Permit To Operate	Permittee			San Joaquin Valley Air Pollution Control District	2700 M Street, Suite 250, Bakersfield, CA 93301-2370
2.23 Kern County, CA	Commercial Modular Registration	Permittee			Department of Housing & Community Development	PO Box 806, Sacramento, CA 95812-0806
2.24 Kern County, CA	Generation of Haz Waste EPA-ID	Permittee			Department of Toxic Substance Control	801 K St., MS 24-03, Sacramento, CA 95814
2.25 Kern County, CA	Approvals/Project Permits To Conduct Well Operations	Permittee			Department of Conservation Division Of Oil, Gas and Geothermal Resources	
2.26 Kern County, CA	Permit To Operate Regulated Materials	Permittee			Public Health Services Environmental Health Div.	2700 M Street, Suite 300, Bakersfield, CA 93301-2370
2.27 Orange County, CA	Crude Oil Wells (5-28)	Permittee			South Coast Air Quality Management District	21865 Copley Drive, Diamond Bar, CA 91765
2.28 Orange County, CA	Facility Air Permit To Operate	Permittee			South Coast Air Quality Management District	401 E. Chapman, Placentia, CA 92670
2.29 Orange County, CA	Oil Storage Tanks Business License	Permittee			City of Placentia	4845 Canal Loma Ave., Yorba Linda, CA 92886
2.30 Orange County, CA	Oil Wells Business Certificate	Permittee			City of Yorba Linda	1 Fire Authority Road, Irvine, CA 92602
2.31 Orange County, CA	Fire Authority Permit	Permittee			Orange County Fire Authority	801 K St., MS 24-03, Sacramento, CA 95814
2.32 Orange County, CA	Approvals/Project Permits To Conduct Well Operations	Permittee			Department of Conservation Division Of Oil, Gas and Geothermal Resources	
2.33 Orange County, CA	Generation of Haz Waste EPA-ID	Permittee			Department of Toxic Substance Control	PO Box 806, Sacramento, CA 95812-0806
2.34 Orange County, CA	CUPA Haz Mat Disclosure	Permittee			Orange County Health Care Agency	1241 East Dyer Rd., Suite 120, Santa Ana, CA 92705
2.35 Orange County, CA	Permit To Operate Air Pressure Tank	Permittee			State of California DOSH	1515 Clay St., Suite 1302, Oakland, CA 94612
2.36 Orange County, CA	Permit To Operate Air Pressure Tank	Permittee			State of California DOSH	1515 Clay St., Suite 1302, Oakland, CA 94612
2.37 Orange County, CA	Permit To Operate Air Pressure Tank	Permittee			State of California DOSH	1515 Clay St., Suite 1302, Oakland, CA 94612
2.38 Orange County, CA	Permit To Operate Air Pressure Tank	Permittee			State of California DOSH	1515 Clay St., Suite 1302, Oakland, CA 94612
2.39 Santa Barbara County, CA	Permit To Operate	Permittee			Santa Barbara County Air Pollution Control District	260 North Antonio Road, Suite A Santa Barbara, CA 93110
2.40 Santa Barbara County, CA	Storm Water Permit/Waste Pile	Permittee			Central Coast Regional Water Quality Control Board	895 Aeronova Place, Suite 101, San Luis Obispo, CA 93401-7906
2.41 Santa Barbara County, CA	Management Facility/Road Projects	Permittee			Department of Toxic Substance Control	PO Box 806, Sacramento, CA 95812-0806
2.42 Santa Barbara County, CA	Annual Hazardous Materials Permit	Permittee			Santa Barbara County Environmental Health Services	2135 S. Centerpointe Parkway, Suite 333, Santa Maria, CA 93455
2.43 Santa Barbara County, CA	Hot Work Permit / Facility Fire Permit	Permittee			Santa Barbara County Fire Department	4410 Cathedral Oaks Rd., Santa Barbara, CA 93110
2.44 Santa Barbara County, CA	Unified Program Facility Permit	Permittee			Santa Barbara County Hazard/Environmental Health Services	2125 S. Centerpointe Parkway, Suite 333, Santa Maria, CA 93455
2.45 Santa Barbara County, CA	Permit to Operate Air Pressure Tank	Permittee			State of California DOSH	1515 Clay St., Suite 1302, Oakland, CA 94612
2.46 Santa Barbara County, CA	Electrical Maintenance Permit	Permittee			Santa Barbara County Building & Safety Division	123 E. Anapamu Street, Santa Barbara, CA 93101
2.47 Santa Barbara County, CA	Land Use Permit	Permittee			Santa Barbara County Planning & Development Dept	123 E. Anapamu Street, Santa Barbara, CA 93101
2.48 Santa Barbara County, CA	Approvals/Project Permits To Conduct Well Operations	Permittee			Department of Conservation Division Of Oil, Gas and Geothermal Resources	801 K St., MS 24-03, Sacramento, CA 95814

Debtor: HW Cat Canyon, Inc.

Attachment to Schedule G  
(Page 2 of 2)

Case number (if known) 19-32857

No. reference	Description of contract or lease	Nature of HW's interest in the contract or lease	Term remaining	Government contract No. (if any)	Counterparty name	Counterparty address (1)
2.49 Kern County, CA	License Agreement 9/24/07	Lessee (Grantee)			Aera Energy, LLC	10000 Ming Ave., Bakersfield, CA 93311
2.50 Orange County, CA	Surface Lease 3/1/71, Book 970L, Page 381	Lessee (Grantee)			Frank and Sylvia Botschanc	300 W. Praso De Cretol, San Clemente, CA 92672
2.51 Orange County, CA	Surface Rental Agreement 12/31/71, Book 11056, Page 1473	Lessee (Grantee)			Bugano	PO Box 8042, Marmoth Lakes, CA 95546
2.52 Orange County, CA	Agreement 7/1/72	Lessee (Grantee)			Los Echandi	140 Strada Place, Anaheim, CA 92807
2.53 Orange County, CA	Agreement 7/1/72	Lessee (Grantee)			Dominique C. Echandi	772 W. Town & Country Rd., Orange CA 92668
2.54 Orange County, CA	Agreement 7/1/72	Lessee (Grantee)			R.D. Echandi Trustee	315 S. Via Montecarlo, Anaheim, CA 92807
2.55 Orange County, CA	Agreement 7/1/72	Lessee (Grantee)			State College, LLC	2345 NW Hwy Ave., Corvallis, OR 97330
2.56 Orange County, CA	Grant of Easement and Surface Use 3/2/09, #D09000143928	Lessee (Grantee)			Guarantee Properties, Inc. and Lear Liquidating Assoc.	4640 Admiralty Way, Suite 700, Marina Del Rey, CA 90292
2.57 Orange County, CA	Surface Lease 2/9/71, Book 10368, Page 53	Lessee (Grantee)			Frederick D. Thomson, Jr.	824 Anilon Ct., San Diego, CA 92109
2.58 Orange County, CA	Surface Lease 2/9/71, Book 10368, Page 53	Lessee (Grantee)			Leigh T. Medina	3401 Cactus Circle Unit A, Highlands Ranch, CO 80126
2.59 Orange County, CA	Surface Lease 2/9/71, Book 10368, Page 53	Lessee (Grantee)			Michael McLaughlin	3840 N. Woodridge Way, Flagstaff, AZ 86004
2.60 Orange County, CA	Surface Lease 2/9/71, Book 10368, Page 53	Lessee (Grantee)			Tim McLaughlin	1127 Buchanan Dr., #F, Costa Mesa, CA 92626
2.61 Orange County, CA	Surface Lease 2/9/71, Book 10368, Page 53	Lessee (Grantee)			Sean McLaughlin	17101 Springdale St., Apt. 125, Huntington Beach, CA 92649
2.62 Santa Barbara County, CA	Pipeline Lease	Lessee (Grantee)			Adam Family Trust	2101 Sinton Rd., Santa Maria, CA 93456
2.63 Santa Barbara County, CA	License Agreement 9/5/2000	Lessee (Grantee)			Orcutt Fee, LLC	1555 Orcutt Hill Rd., Orcutt, CA 93455
2.64 Santa Barbara County, CA	MC-70021 Easement and Right of Way Agreement 12/19/83	Lessee (Grantee)			Marianne Friedl	2053 A Street, Santa Maria, CA 93455
2.65 Santa Barbara County, CA	Right of Way Agreement 3/19/64	Lessee (Grantee)			CMF, LLC	885 Sage Crest Rd., Santa Maria, CA 93455
2.66 Santa Barbara County, CA	MC70119 Right of Way Agreement	Lessee (Grantee)			Manfred Sander	PO Box 593, Santa Maria, CA 93456
2.67 Santa Barbara County, CA	MC65162 Surface Lease	Lessee (Grantee)			EER Natural Resources	1600 North Rd., Bakersfield, CA 93308
2.68 Santa Barbara County, CA	Surface Lease Agreement 12/1/95	Lessee (Grantee)			Grindoon, LLC	620 McLurey Rd., Buellton, CA 93427
2.69 Santa Barbara County, CA	Letter of Authorization 8/20/43	Lessee (Grantee)			Margaret Ranch	PO Box 2075, Orcutt, CA 93457
2.70 Santa Barbara County, CA	Agreement 11/29/65	Lessee (Grantee)			Railroad Management Company	PO Box 678161 Dallas, TX 75267
2.71 Santa Barbara County, CA	Right of Way Agreement 11/9/01	Lessee (Grantee)			Paul T. Rightel	7476 Gradosa Rd., Santa Maria, CA 93455
2.72 Santa Barbara County, CA	Right of Way Agreement 11/9/01	Lessee (Grantee)			Paul A. Rightel, R. Fowler & Timothy Rightel, Trustees	7476 Gradosa Rd., Santa Maria, CA 93455
2.73 Santa Barbara County, CA	Right of Way Agreement 11/9/01	Lessee (Grantee)			Rightel Family Trust	7476 Gradosa Rd., Santa Maria, CA 93455
2.74 Santa Barbara County, CA	Right of Way Agreement 11/9/01	Lessee (Grantee)			Pyrite 2000 Trust	7476 Gradosa Rd., Santa Maria, CA 93455
2.75 Santa Barbara County, CA	Right of Way Agreement 11/23/92	Lessee (Grantee)			Judy A. Rogers	PO Box 234, Santa Maria, CA 93456
2.76 Santa Barbara County, CA	Right of Way Agreement 11/23/92	Lessee (Grantee)			Ronald H. Souza, Jr.	PO Box 234, Santa Maria, CA 93456
2.77 Santa Barbara County, CA	Right of Way Agreement 11/23/92	Lessee (Grantee)			Michael J. Souza	PO Box 237, Orcutt, CA 93457
2.78 Santa Barbara County, CA	Right of Way Agreement	Lessee (Grantee)			Roland and Sally Miller	3028 Sandy Hill Lane, Santa Maria, CA 93455
2.79 Santa Barbara County, CA	MC-70033 Right of Way Agreement 5/1/78	Lessee (Grantee)			Bruce & Julie Gordon	2935 E. Clark Ave., Santa Maria, CA 93455
2.80 Santa Barbara County, CA	MC-70038 Right of Way Agreement 5/3/78	Lessee (Grantee)			Nodewy, Inc.	PO Box 366, Santa Maria, CA 93456
2.81 Santa Barbara County, CA	Right of Way Agreement 11/4/42	Lessee (Grantee)			Lark & George Garvin and George & Catherine Steele	3501 Telephone Rd., Santa Maria, CA 93454
2.82 Santa Barbara County, CA	MC6575-2 Right of Way Agreement 12/19/91	Lessee (Grantee)			Donald and Richard Vincent	220 Winchester Canyon Rd., Goleta, CA 93117
2.83 Santa Barbara County, CA	VO-RW-1	Lessee (Grantee)			Bradley Land Company	PO Box 1932, Santa Maria, CA 93456
2.84 Santa Barbara County, CA	VO-RW-6	Lessee (Grantee)			Bradley Land Company	PO Box 1932, Santa Maria, CA 93456
2.85 Santa Barbara County, CA	VO-RW-4	Lessee (Grantee)			Bradley Land Company	PO Box 1932, Santa Maria, CA 93456
2.86 Santa Barbara County, CA	SMWC-6 Amend to ROW	Lessee (Grantee)			Bradley Land Company	PO Box 1932, Santa Maria, CA 93456
2.87 Santa Barbara County, CA	MC-70117 ROW Agree	Lessee (Grantee)			Bradley Land Company	PO Box 1932, Santa Maria, CA 93456
2.88 Santa Barbara County, CA	MC-6585-ROW Agree dtd	Lessee (Grantee)			Bradley Land Company	PO Box 1932, Santa Maria, CA 93456
2.89 Santa Barbara County, CA	MC-65315	Lessee (Grantee)			Bradley Land Company	PO Box 1932, Santa Maria, CA 93456
2.90 Santa Barbara County, CA	MC-0662	Lessee (Grantee)			Bradley Land Company	PO Box 1932, Santa Maria, CA 93456
2.91 Santa Barbara County, CA	MC-0659	Lessee (Grantee)			Bradley Land Company	PO Box 1932, Santa Maria, CA 93456
2.92 Santa Barbara County, CA	ROW Agreement MC 6561	Lessee (Grantee)			Bradley Land Company	PO Box 1932, Santa Maria, CA 93456
2.93 Santa Barbara County, CA	ROW Agreement MC 6574-1	Lessee (Grantee)			Bradley Land Company	PO Box 1932, Santa Maria, CA 93456
2.94 Santa Barbara County, CA	ROW Agreement MC-6585	Lessee (Grantee)			Bradley Land Company	PO Box 1932, Santa Maria, CA 93456
2.95 Santa Barbara County, CA	MC-6586	Lessee (Grantee)			Bradley Land Company	PO Box 1932, Santa Maria, CA 93456
2.96 Santa Barbara County, CA	SMWC-2A & 2B	Lessee (Grantee)			Bradley Land Company	PO Box 1932, Santa Maria, CA 93456
2.97 Santa Barbara County, CA	ROW Agreement SMW 5776	Lessee (Grantee)			Bradley Land Company	PO Box 1932, Santa Maria, CA 93456
2.98 Santa Barbara County, CA	Shell Letter Agreement MC-6589	Lessee (Grantee)			Bradley Land Company	PO Box 1932, Santa Maria, CA 93456
2.99 Santa Barbara County, CA	Lease Agreement 3/1/27	Tenant			G.R. LLC	45 Rockefeller Plaza, Suite 2410, New York NY 10111
2.100	Settlement Agreement	Operator			evergreen	801 K St., MS 24-03, Sacramento, CA 95814
2.101	Settlement Agreement	Payor			12 installments	600 Travis Street, Suite 4200, Houston, TX 77002
2.102	Settlement Agreement	Payor			3 installments	2990 Lichen Place, Templeton, CA 93465
2.103	Settlement Agreement	Payor			2 installments	P.O. Box 2646, Orcutt, CA 93457

**EXHIBIT "2"**

original  
file in NY.

SANTA MARIA REFINING COMPANY  
1660 Sinton Road - Santa Maria, CA 93454

**CRUDE OIL PURCHASE CONTRACT**  
**CONTRACT NO. COP-003**

Upon full execution hereof by the parties, this contract ("Contract") shall evidence the agreement between Santa Maria Refining Company, hereinafter "Buyer", and Greka SMV, Inc. as operator of the interests owned by Greka AM, Inc. ("Greka") and Sabacol, Inc. ("Sabacol"), hereinafter collectively "Seller", under the terms of which Seller agrees to sell and deliver, and Buyer agrees to purchase and receive, the hereinafter described crude oil and/or condensate upon the following terms and conditions.

**Buyer Receives:**

**I. TERM:**

Effective August 1, 2000, and continuing for five (5) years thereafter.  
Further, Buyer has the option to renew this Contract for an additional five (5) year term by providing notice of same to Seller prior to expiration.

**II TYPE OF OIL:**

Belridge Heavy Crude Oil

**III. QUANTITY:**

All quantities from production of Leases (Belridge, Gibson and McPhail).

**IV. DELIVERY:**

F.O.B. various Leases (Belridge, Gibson and McPhail) located in Kern County, California. Title shall pass from Seller to Buyer as crude oil passes through the last outlet flange of the lease tank manifold at designated Leases.

**V. PRICE:**

The price per barrel shall be the average of Chevron, Mobil, Union and Equiva posted prices for Belridge Heavy Crude Oil, adjusted for actual gravity delivered.

**VI. MEASUREMENT:**

*BY TANK GAUGE, TO BE VERIFIED BY RECEIVING SCALE OR METER.*  
Note: LACT meter will be used for measurement as well as cut and gravity, to be verified by refinery. Volume to be determined by LACT unit and verified by refinery, and will be reduced by the amount of BS&W determined to be present.

*GAUGE BS*

LACT Tickets and any other notices or documents shall be mailed to the addresses below.

**VII. PAYMENT:**

Via Check, in US dollars on or before the 20<sup>th</sup> of the month following delivery.

**VIII. SUCCESSORS AND ASSIGNS:**

Nothing in this Contract shall limit Greka's or Sabacol's right to sell, exchange, or otherwise dispose of any interest in a Lease subject to this Contract or any interest in production therefrom. Seller will notify Buyer promptly following any sale, exchange or other disposition of interests in any of the Leases subject to this Contract. With respect to any interests that are sold, exchanged or otherwise disposed of, this Contract shall be

binding on Buyer and the successors in interest to Greka and Sabacol of such interests in the Leases without the prior written consent of Buyer.

**IX. ENTIRE AGREEMENT:**

This Contract constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof, and no party shall be liable or bound to the other in any manner by any representations or warranties not set forth herein.

**X. COUNTERPARTS:**

This Contract may be executed in one or more counterparts by person or by facsimile, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

**XI. MODIFICATION AND WAIVER:**

Any of the terms or conditions of this Contract may be waived in writing at any time by the party which is entitled to the benefits thereof, and this Contract may be modified or amended by a written instrument executed by all of the parties hereto. No supplement, modification or amendment of this Contract shall be binding unless executed in writing by all of the parties hereto. No waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

**XI. GOVERNING LAW; CONSENT TO JURISDICTION:**

This Contract shall be construed in accordance with the laws of the State of California. The parties hereto expressly consent and agree that any dispute, controversy, legal action or other proceeding that arises under, results from, concerns or relates to this Contract shall be brought in the federal or state courts in and of the State of California in the Central District of California or the County of Santa Barbara, respectively. The parties hereto hereby acknowledge that said courts have exclusive jurisdiction over any such dispute or controversy, and that they hereby waive any objection to personal jurisdiction or venue in these courts or that such courts are an inconvenient forum.

**XII. TIME:**

Time is of the essence with respect to this Contract.

**XIII. REFORMATION AND SEVERABILITY:**

In case any provision of this Contract shall be invalid, illegal or unenforceable, it shall, to the extent possible, be modified in such manner as to be valid, legal and enforceable but so as to most nearly retain the intent of the parties, and if such modification is not possible, such provision shall be severed from this Contract, and in either case the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected or impaired thereby.

This contract is subject to Buyer's general provision for crude oil sale/purchase/exchanges (as the same may be revised from time to time), which are being provided by Buyer to Seller herewith and which are incorporated herein by reference.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Contract has been executed as of the date first written above.

SANTA MARIA REFINING COMPANY

BY: Brent Stromberg  
Brent Stromberg, General Manager  
1660 Sinton Road  
Santa Maria, CA 93454

GREKA SMV, INC.

BY: Randeep S. Grewal  
Randeep S. Grewal, Ch., CEO & Pres.  
3201 Airpark Dr., Suite 201  
Santa Maria, CA 93455

GREKA AM, INC.

BY: Randeep S. Grewal  
Randeep S. Grewal, Ch., CEO & Pres.  
3800 Wilcrest Dr., Suite 220  
Houston, TX 77042

SABACOL, INC.

BY: Randeep S. Grewal  
Randeep S. Grewal, Ch., CEO & Pres.  
3201 Airpark Dr., Suite 201  
Santa Maria, CA 93455

SANTA MARIA REFINING COMPANY  
1660 Sinton Road - Santa Maria, CA 93454

**CRUDE OIL PURCHASE CONTRACT AMENDMENT**  
**AMENDED CONTRACT NO. COP-003/A1**

Effective February 1, 2002, the following term(s) of that certain Contract No. COP-003 entered into as of August 1, 2000 by and between the undersigned are hereby amended in their entirety as follows:

V. **PRICE:**

The price per barrel shall be the average of Chevron, Mobil, Union and Equiva posted prices for Belridge Heavy Crude Oil, adjusted for actual gravity delivered; provided, however, that, notwithstanding the foregoing, in no event shall the price per barrel be less than fifteen dollars (\$15.00).

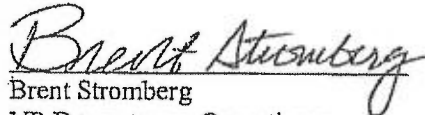
All other terms and conditions of Contract No. COP-003 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this amendment has been executed as of the date first written above.

~~BUYER~~  
~~SELLER:~~

SANTA MARIA REFINING COMPANY

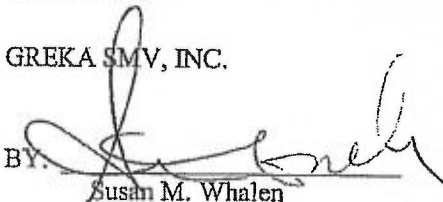
BY:

  
Brent Stromberg  
VP-Downstream Operations

OPERATOR:

GREKA SMV, INC.

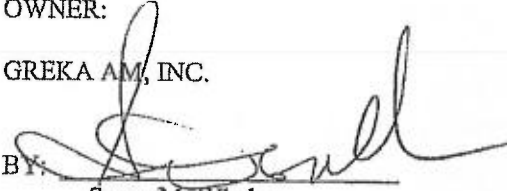
BY:

  
Susan M. Whalen  
Secretary

OWNER:

GREKA AM, INC.

BY:

  
Susan M. Whalen  
Secretary

SANTA MARIA REFINING COMPANY  
1660 Sinton Road - Santa Maria, CA 93454

**CRUDE OIL PURCHASE CONTRACT AMENDMENT**  
**AMENDED CONTRACT NO. COP-003/A2**

Effective January 1, 2004, the following term(s) of that certain Contract No. COP-003 entered into as of August 1, 2000, as amended, by and between the undersigned are hereby amended by adding the following text:

**XIV. FEES:**

In addition to the price per barrel, a \$0.50 per barrel marketing and handling fee and a \$2.00 per barrel transportation charge.

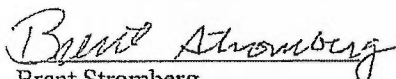
All other terms and conditions of Contract No. COP-003, as amended, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this amendment has been executed as of the date first written above.

BUYER:

SANTA MARIA REFINING COMPANY

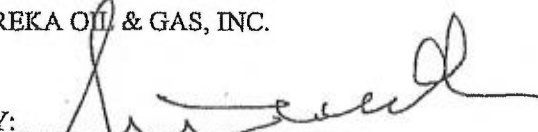
BY:

  
Brent Stromberg  
VP Downstream Operations

SELLER:

GREKA OIL & GAS, INC.

BY:

  
Susan M. Whalen  
VP Asset Management

SANTA MARIA REFINING COMPANY  
1660 Sinton Road - Santa Maria, CA 93454

**CRUDE OIL PURCHASE CONTRACT AMENDMENT**  
**AMENDED CONTRACT NO. COP-003/A3**

Effective August 1, 2005, the following term(s) of that certain Contract No. COP-003 entered into as of August 1, 2000, as amended, by and between the undersigned are hereby amended by deleting the text in their entirety and replacing same with the following text:

**I. TERM:**

Effective August 1, 2005 and continuing month-to-month thereafter subject to cancellation by thirty (30) days written notice by either party to the other.

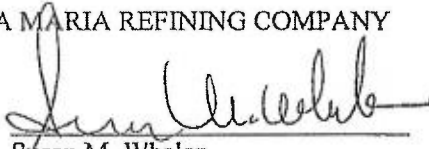
All other terms and conditions of Contract No. COP-003, as amended, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this amendment has been executed as of the date first written above.

BUYER:

SANTA MARIA REFINING COMPANY

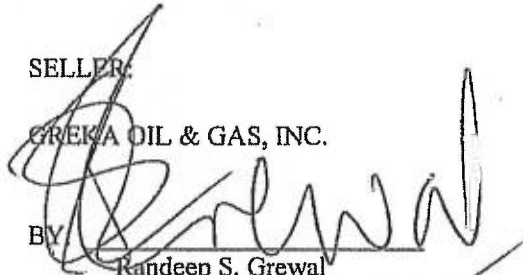
BY:

  
Susan M. Whalen  
VP Asset Management and General Counsel

SELLER:

GREKA OIL & GAS, INC.

BY:

  
Randeep S. Grewal  
Chairman, CEO & President

SANTA MARIA REFINING COMPANY  
1660 Sinton Road - Santa Maria, CA 93454

**CRUDE OIL PURCHASE CONTRACT AMENDMENT**  
**AMENDED CONTRACT NO. COP-003/A4**

Effective January 1, 2007, the following term(s) of that certain Contract No. COP-003 entered into as of August 1, 2000, as amended, by and between the undersigned are hereby amended as follows:

**V. PRICE:**

All references to posted prices shall be the average of Chevron Texaco, Shell Trading, Union76, and Exxon Mobil posting for Midway Sunset in effect for the month of delivery, adjusted for actual gravity delivered.

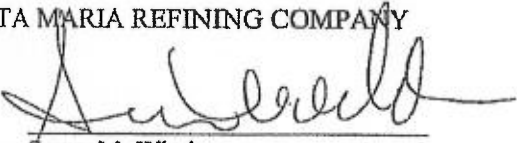
All other terms and conditions of Contract No. COP-003, as amended, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this amendment has been executed as of the date first written above.

BUYER:

SANTA MARIA REFINING COMPANY

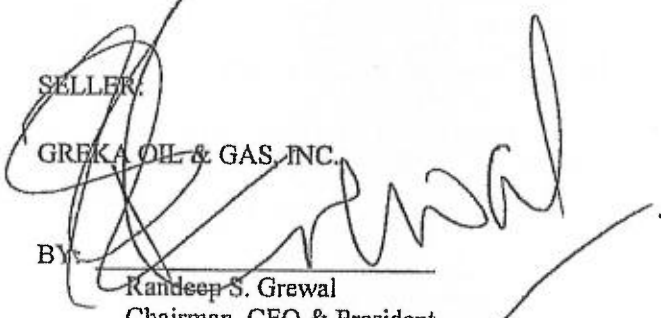
BY:

  
Susan M. Whalen  
VP Asset Management and General Counsel

SELLER:

GREKA OIL & GAS, INC.

BY:

  
Randeep S. Grewal  
Chairman, CEO & President

SANTA MARIA REFINING COMPANY  
1660 Sinton Road - Santa Maria, CA 93454

**CRUDE OIL PURCHASE CONTRACT AMENDMENT**  
**AMENDED CONTRACT NO. COP-003/A5**

Effective October 1, 2007 the following term(s) of that certain Contract No. COP-003 entered into as of August 1, 2000, as amended, by and between the undersigned were amended, and are hereby ratified as amended, as follows:

**V. PRICE:**

All references to posted prices shall be the average of Chevron Texaco, Shell Trading, Union76, and Exxon Mobil posting for Buena Vista in effect for the month of delivery, adjusted for actual gravity delivered; Less \$.075 per barrel transportation differential.

**XIV. FEES:**

Less \$0.50 per barrel marketing and handling fee.

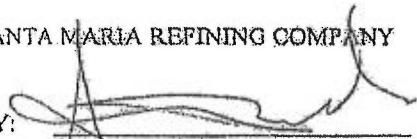
All other terms and conditions of Contract No. COP-003, as amended, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this amendment has been executed as of the date first written above.

BUYER:

SANTA MARIA REFINING COMPANY

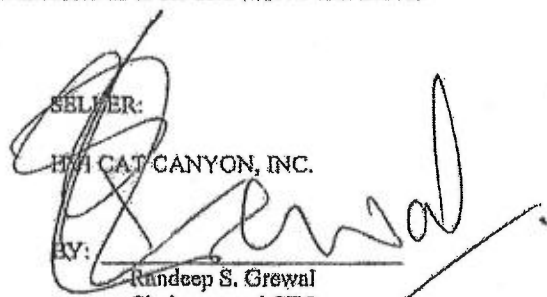
BY:

  
Susan M. Whalen  
SVP and General Counsel

SELLER:

HIA CAT CANYON, INC.

BY:

  
Randeep S. Grewal  
Chairman and CEO

**EXHIBIT "3"**

SANTA MARIA REFINING COMPANY  
1660 Sinton Road - Santa Maria, CA 93454

**CRUDE OIL PURCHASE CONTRACT**  
**CONTRACT NO. COP-004**

Upon full execution hereof by the parties, this contract ("Contract") shall evidence the agreement between Santa Maria Refining Company, hereinafter "Buyer", and Greka Oil & Gas, Inc., hereinafter "Seller", under the terms of which Seller agrees to sell and deliver, and Buyer agrees to purchase and receive, the hereinafter described crude oil and/or condensate upon the following terms and conditions.

- I. **TERM:**  
Effective June 1, 2009 and continuing month-to-month thereafter subject to cancellation by thirty (30) days written notice by either party to the other.
- II. **TYPE OF OIL:**  
Richfield crude oil
- III. **QUANTITY:**  
All quantities of production from the leases within the Richfield East Dome Unit
- IV. **DELIVERY:**  
Into third party pipeline facilities at the lease. Title shall pass from Seller to Buyer as crude oil passes through the last outlet flange on the leases into the third party pipeline.
- V. **PRICE:**  
The price per barrel shall be the average of ChevronTexaco, Union76, & ExxonMobil postings for Buena Vista Hills, adjusted for actual gravity delivered.
- VI. **MEASUREMENT:**  
All measurement equipment, procedures, calculations and practices shall conform to the most current API Manual of Petroleum Measurement Standards (MPMS) and the latest revision of the ASTM Standards.  
  
Seller will not be required to invoice Buyer. Instead, Buyer will use third party run tickets to determine remittance amount.
- VII. **PAYMENT:**  
Via wire transfer or check, in US dollars on or before the 20<sup>th</sup> of the month following delivery, unless otherwise accounted for between the parties.
- VIII. **SUCCESSORS AND ASSIGNS:**  
Nothing in this Contract shall limit Seller's right to sell, exchange, or otherwise dispose of any interest in a Lease subject to this Contract or any interest in production therefrom. Seller will notify Buyer promptly following any sale, exchange or other disposition of interests in any of the Leases subject to this Contract. With respect to any interests that are sold, exchanged or otherwise disposed of, this Contract shall be binding on Buyer and the successors in interest to Seller of such interests in the Leases without the prior written consent of Buyer.
- IX. **ENTIRE AGREEMENT:**  
This Contract constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof, and no party shall be liable or bound to the other in any manner by any representations or warranties not set forth herein.

**X. COUNTERPARTS:**

This Contract may be executed in one or more counterparts by person or by facsimile, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

**XI. MODIFICATION AND WAIVER:**

Any of the terms or conditions of this Contract may be waived in writing at any time by the party which is entitled to the benefits thereof, and this Contract may be modified or amended by a written instrument executed by all of the parties hereto. No supplement, modification or amendment of this Contract shall be binding unless executed in writing by all of the parties hereto. No waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

**XI. GOVERNING LAW; CONSENT TO JURISDICTION:**

This Contract shall be construed in accordance with the laws of the State of California. The parties hereto expressly consent and agree that any dispute, controversy, legal action or other proceeding that arises under, results from, concerns or relates to this Contract shall be brought in the federal or state courts in and of the State of California in the Central District of California or the County of Santa Barbara, respectively. The parties hereto hereby acknowledge that said courts have exclusive jurisdiction over any such dispute or controversy, and that they hereby waive any objection to personal jurisdiction or venue in these courts or that such courts are an inconvenient forum.

**XII. TIME:**

Time is of the essence with respect to this Contract.

**XIII. REFORMATION AND SEVERABILITY:**

In case any provision of this Contract shall be invalid, illegal or unenforceable, it shall, to the extent possible, be modified in such manner as to be valid, legal and enforceable but so as to most nearly retain the intent of the parties, and if such modification is not possible, such provision shall be severed from this Contract, and in either case the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected or impaired thereby.

**XIV. FEES:**

In addition to the price per barrel, a \$0.05 per barrel marketing and handling fee.

This contract is subject to Buyer's general provision for crude oil sale/purchase/exchanges (as the same may be revised from time to time), which are being provided by Buyer to Seller herewith and which are incorporated herein by reference.

IN WITNESS WHEREOF, this Contract has been executed as of the date first written above.

SANTA MARIA REFINING COMPANY

GREKA OIL & GAS, INC.

BY: 

BY: 

Susan M. Whalen,  
SVP and General Counsel  
1660 Sinton Road  
Santa Maria, CA 93454

Andrew DeVegvar  
COO and President  
PO Box 5489  
Santa Maria, CA 93456

SANTA MARIA REFINING COMPANY  
1660 Sinton Road - Santa Maria, CA 93454

**CRUDE OIL PURCHASE CONTRACT AMENDMENT**  
**AMENDED CONTRACT NO. COP-004/A1**

Effective September 1, 2010 the following term(s) of that certain Contract No. COP-004 entered into as of June 1, 2009 by and between the undersigned were amended, and are hereby ratified as amended, as follows:

**V. PRICE:**

All references to posted prices shall be the average of ChevronTexaco, Union76, & ExxonMobil postings for Buena Vista in effect for the month of delivery, adjusted for actual gravity delivered; Less \$2.13 per barrel market differential.

**XIV. FEES:**

Less \$0.05 per barrel marketing and handling fee.


All other terms and conditions of Contract No. COP-004, as amended, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this amendment has been executed as of the date first written above.

BUYER:

SANTA MARIA REFINING COMPANY

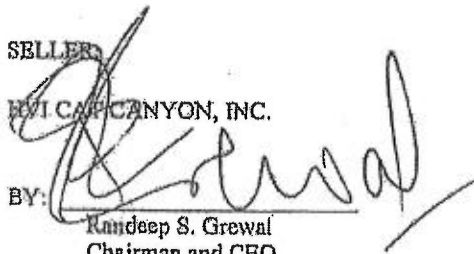
BY:

  
Susan M. Whalen  
SVP and General Counsel

SELLER:

BVI CAP CANYON, INC.

BY:

  
Randeep S. Grewal  
Chairman and CEO

GREKA REFINING COMPANY  
1660 Sinton Road - Santa Maria, CA 93454

**CRUDE OIL PURCHASE CONTRACT AMENDMENT**  
**AMENDED CONTRACT NO. COP-004/A2**

Effective December 1, 2013 the following term(s) of that certain Contract No. COP-004 entered into as of June 1, 2009 by and between the undersigned were amended, and are hereby ratified as amended, as follows:

**V. PRICE:**

All references to posted prices shall be the average of ChevronTexaco, Union76, STUSCO, & ExxonMobil postings for Buena Vista in effect for the month of delivery, adjusted for actual gravity delivered; Less \$5.75 per barrel market differential.


All other terms and conditions of Contract No. COP-004, as amended, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this amendment has been executed as of the date first written above.

BUYER:

GREKA REFINING COMPANY

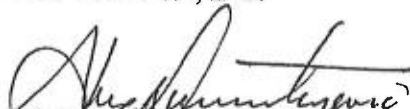
BY:

  
Steve J. Demott, President

SELLER:

HVI CAT CANYON, INC.

BY:

  
Alex G. Dimitrijevic, President

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 1901 Avenue of the Stars, Suite 450, Los Angeles, CA 90067-6006.

A true and correct copy of the foregoing document entitled (*specify*): TRUSTEE'S NOTICE OF MOTION AND MOTION FOR ORDER AUTHORIZING THE REJECTION OF OIL PURCHASE CONTRACTS (CONTRACT NO. COP-003 FOR BELRIDGE CRUDE OIL AND ALL AMENDMENTS AND CONTRACT NO. COP-004 FOR RICHFIELD HEAVY CRUDE OIL AND ALL AMENDMENTS) WITH CALIFORNIA ASPHALT PRODUCTION, INC., FORMERLY KNOWN AS SANTA MARIA REFINING CO. AND GREKA REFINING COMPANY; MEMORANDUM OF POINTS AND AUTHORITIES, DECLARATION OF MICHAEL A. MCCONNELL AND REQUEST FOR JUDICIAL NOTICE IN SUPPORT THEREOF will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On November 27, 2019 I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page.

**2. SERVED BY UNITED STATES MAIL:** On November 27, 2019, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Debtor  
HVI Cat Canyon, Inc.  
c/o Capitol Corporate Services, Inc.  
36 S. 18th Avenue, Suite D  
Brighton, CO 80601

Debtor  
HVI Cat Canyon, Inc.  
630 Fifth Avenue, Suite 2410  
New York, NY 10111

The Honorable Martin R. Barash  
U.S. Bankruptcy Court  
21041 Burbank Blvd., Suite 342  
Woodland Hills, CA 91367

Capital Asphalt Production, Inc.  
Capitol Corporate Services, Inc., Agent  
for Service of Process  
206 E. 9th Street, Suite 1300  
Austin, TX 78701

Capital Asphalt Production, Inc.  
Capitol Corporate Services, Inc., Agent  
for Service of Process  
PO Box 1831  
Austin, TX 78767

Capital Asphalt Production, Inc.  
and other affiliates of the Debtor  
Susan M. Whalen, Esq.  
The Law Office of Susan M. Whalen  
2806 Alta St./P. O. Box 938  
Los Olivos, CA 93441

☐ Service information continued on attached page.

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on November 27, 2019, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

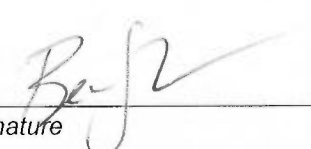
BY EMAIL Susan M. Whalen, Esq. [susan@whalenattorney.com](mailto:susan@whalenattorney.com)

☐ Service information continued on attached page.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

November 27, 2019  
Date

Beverly Lew  
Printed Name

  
Signature

ADDITIONAL SERVICE INFORMATION (if needed):

**1. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")**

William C Beall on behalf of Creditor GLR, LLC will@beallandburkhardt.com, carissa@beallandburkhardt.com

Alicia Clough on behalf of Creditor California State Lands Commission  
aclough@loeb.com, mnielson@loeb.com, ladocket@loeb.com

Marc S Cohen on behalf of Creditor California State Lands Commission mscohen@loeb.com, kyles@loeb.com

Alec S DiMario on behalf of Creditor Direct Energy Business Marketing, LLC d/b/a Direct Energy Business  
alec.dimario@mhlp.com, debra.blondheim@mhlp.com, Syreeta.shoals@mhlp.com

Alec S DiMario on behalf of Creditor Direct Energy Business, LLC  
alec.dimario@mhlp.com, debra.blondheim@mhlp.com, Syreeta.shoals@mhlp.com

Karl J Fingerhood on behalf of Interested Party United States of America on behalf of USEPA and US Coast Guard  
karl.fingerhood@usdoj.gov, efile\_ees.enrd@usdoj.gov

H Alexander Fisch on behalf of Interested Party California Department of Fish & Wildlife  
Alex.Fisch@doj.ca.gov

H Alexander Fisch on behalf of Interested Party California Regional Water Quality Control Board, Central Coast  
Alex.Fisch@doj.ca.gov

Don Fisher on behalf of Interested Party Interested Party dfisher@ptwww.com, tblack@ptwww.com

Brian D Fittipaldi on behalf of U.S. Trustee United States Trustee brian.fittipaldi@usdoj.gov

Gisele M Goetz on behalf of Interested Party Courtesy NEF gmgoetz@hbsb.com, ggoetz@collegesoflaw.edu

Karen L Grant on behalf of Creditor BUGANKO, LLC kgrant@silcom.com

Ira S Greene on behalf of Interested Party CTS Properties, Ltd. ira.Greene@lockelord.com

Matthew C. Heyn on behalf of Creditor Department of Conservation, Division of Oil, Gas and Geothermal Resources  
Matthew.Heyn@doj.ca.gov, mcheyn@outlook.com

Brian L Holman on behalf of Creditor Bradley Land Company b.holman@musickpeeler.com

Eric P Israel on behalf of Attorney Courtesy NEF  
eisrael@dgdk.com, danninggill@gmail.com; eisrael@ecf.inforuptcy.com

Eric P Israel on behalf of Trustee Michael Authur McConnell (TR)  
eisrael@dgdk.com, danninggill@gmail.com; eisrael@ecf.inforuptcy.com

Razmig Izakelian on behalf of Creditor GIT, Inc. razmigizakelian@quinnemanuel.com

Alan H Katz on behalf of Interested Party CTS Properties, Ltd. akatz@lockelord.com

John C Keith on behalf of Creditor California State Lands Commission john.keith@doj.ca.gov

Jeannie Kim on behalf of Interested Party Pacific Gas and Electric Company jkim@friedmanspring.com

Maxim B Litvak on behalf of Creditor Committee Official Committee of Unsecured Creditors mlitvak@pszjlaw.com

Michael Authur McConnell (TR) Michael.mcconnell@kellyhart.com

Brian M Metcalf on behalf of Interested Party UBS AG, London Branch bmetcalf@omm.com

David L Osias on behalf of Creditor Allen Matkins Leck Gamble Mallory & Natsis LLP  
dosias@allenmatkins.com, bcrfilings@allenmatkins.com, kdemorest@allenmatkins.com, csandoval@allenmatkins.com

Darren L Patrick on behalf of Interested Party UBS AG, London Branch dpatrick@omm.com, darren-patrick-1373@ecf.pacerpro.com

Jeffrey N Pomerantz on behalf of Creditor Committee Official Committee of Unsecured Creditors  
jpomerantz@pszjlaw.com

Todd C. Ringstad on behalf of Interested Party Interested Party becky@ringstadlaw.com, arlene@ringstadlaw.com

Mitchell E Rishe on behalf of Creditor California Department of Conservation, Division of Oil, Gas & Geothermal Resources  
mitchell.rishe@doj.ca.gov

Mitchell E Rishe on behalf of Creditor Department of Conservation, Division of Oil, Gas and Geothermal Resources  
mitchell.rishe@doj.ca.gov

Sonia Singh on behalf of Trustee Michael Authur McConnell (TR)  
ssingh@DanningGill.com, danninggill@gmail.com, ssingh@ecf.inforuptcy.com

Daniel A Solitro on behalf of Interested Party CTS Properties, Ltd. dsolitro@lockelord.com, ataylor2@lockelord.com

Ross Spence on behalf of Interested Party County of Santa Barbara, California  
ross@snowspencelaw.com,  
janissherrill@snowspencelaw.com; donnasutton@snowspencelaw.com; brittanyDecoteau@snowspencelaw.com

Ross Spence on behalf of Interested Party Harry E. Hagen, as Treasurer-Tax Collector of the County of Santa Barbara, California  
ross@snowspencelaw.com,  
janissherrill@snowspencelaw.com; donnasutton@snowspencelaw.com; brittanyDecoteau@snowspencelaw.com

Ross Spence on behalf of Interested Party Santa Barbara Air Pollution Control District  
ross@snowspencelaw.com,  
janissherrill@snowspencelaw.com; donnasutton@snowspencelaw.com; brittanyDecoteau@snowspencelaw.com

Christopher D Sullivan on behalf of Creditor Diamond McCarthy LLP  
csullivan@diamondmccarthy.com, mdomer@diamondmccarthy.com; kmartinez@diamondmccarthy.com

Jennifer Taylor on behalf of Interested Party UBS AG, London Branch jtaylor@omm.com

John N Tedford on behalf of Trustee Michael Authur McConnell (TR)  
jtedford@DanningGill.com, danninggill@gmail.com; jtedford@ecf.inforuptcy.com

Salina R Thomas on behalf of Interested Party Courtesy NEF bankruptcy@co.kern.ca.us

Salina R Thomas on behalf of Interested Party Kern County Treasurer Tax Collector  
bankruptcy@co.kern.ca.us

Patricia B Tomasco on behalf of Creditor GIT, Inc.  
pattytomasco@quinnemanuel.com, barbarahowell@quinnemanuel.com; cristinagreen@quinnemanuel.com

Fred Whitaker on behalf of Interested Party Eller Family Trust lshertzer@cwlawyers.com

William E. Winfield on behalf of Attorney Courtesy NEF wwinfield@calattys.com, scuevas@calattys.com

Richard Lee Wynne on behalf of Interested Party NewBridge Resources, LLC  
richard.wynne@hoganlovells.com, tracy.southwell@hoganlovells.com; cindy.mitchell@hoganlovells.com

Emily Young on behalf of Creditor Epiq Corporate Restructuring, LLC Claims Agent  
pacerteam@gardencitygroup.com, rjacobs@ecf.epiqsystems.com; ECFInbox@epiqsystems.com

Aaron E de Leest on behalf of Trustee Michael Authur McConnell (TR)  
adeleest@DanningGill.com, danninggill@gmail.com; adeleest@ecf.inforuptcy.com